

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND COMPOUNDING
PHARMACY, INC. PRODUCTS LIABILITY
LITIGATION

THIS DOCUMENT RELATES TO:
All Actions

MDL No. 2419
Master Docket No.: 1:13-md-2419-RWZ

Honorable Rya W. Zobel

AMENDED NOTICE OF DEPOSITION OF HOWELL ALLEN CLINIC
PURSUANT TO FED.R.CIV.P.30(B)(6)

Please take notice that the Plaintiffs Steering Committee, pursuant to Rule 30(b)(6), Federal Rules of Civil Procedure, will take the deposition of the designee(s) of Howell Allen Clinic a Professional Corporation ("Howell Allen Clinic") at 9:00 a.m. on September 17, 2016, at the offices of Gideon, Cooper & Essary, PLC, 315 Deaderick St., #1100, Nashville, TN 37238.

Pursuant to Rule 30(b)(6) and prior agreement of counsel, Howell Allen Clinic shall designate one or more employees, agents or representatives to testify as to the matters set forth on Attachment A as agreed to by counsel.

September 16, 2015

Respectfully submitted,

/s/ J. Gerard Stranch, IV

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Plaintiffs' Steering Committee

CERTIFICATE OF SERVICE

I, J. Gerard Stranch, IV, hereby certify that I caused a copy of the foregoing to be filed electronically via the Court's electronic filing system. Those attorneys who are registered with the Court's electronic filing system may access these filings through the Court's system, and notice of these filings will be sent to these parties by operation of the Court's electronic filing system.

Dated: September 16, 2015

/s/ J. Gerard Stranch, IV
J. Gerard Stranch, IV

Definitions

As used herein, the following terms shall have the following meanings:

“Clint” means Clint Pharmaceuticals, Inc.

“Fungal meningitis catastrophe” means the fungal meningitis outbreak that is the subject of this litigation.

“Howell Allen” means Howell Allen Clinic, a Professional Corporation.

“MPA” means methylprednisolone acetate.

“NECC” means New England Compounding Pharmacy, Inc.

“Saint Thomas Neurosurgical” means Saint Thomas Outpatient Neurosurgical Center, LLC.

“St. Thomas Hospital” means St. Thomas West Hospital.

“St. Thomas Entities” means Saint Thomas Health, Saint Thomas Network and St. Thomas Hospital.

“You” and **“Your”** means Howell Allen Clinic a Professional Corporation

Attachment A

1. Howell Allen Clinic’s relationship with Saint Thomas Neurosurgical, including, but not limited to, the history of Saint Thomas Neurosurgical’s operations, the Operating Agreement, and supervision of Saint Thomas Neurosurgical’s staff.
2. Howell Allen Clinic’s relationship with St. Thomas Hospital.
3. Howell Allen Clinic’s relationship with Saint Thomas Health.
4. Howell Allen Clinic’s relationship with Saint Thomas Network.
5. Howell Allen Clinic’s corporate structure.
6. Howell Allen Clinic’s medication purchasing practices, policies and procedures.
7. Howell Allen Clinic’s policies and procedures.
8. Howell Allen Clinic’s discovery responses.
9. Howell Allen Clinic’s negotiation of and participation in managed care contracts.
10. Contracts or agreements pursuant to which Howell Allen Clinic receives reimbursements from health insurance companies.
11. All contracts between Howell Allen Clinic and/or St. Thomas Hospital, Saint Thomas

Network, Saint Thomas Health, and or Saint Thomas Neurosurgical.

12. All communications by Howell Allen Clinic, its agents, employees and/or representatives with any government agency regarding the fungal meningitis catastrophe.
13. All communications by Howell Allen Clinic, its agents, employees and/or representatives with St. Thomas Hospital, Saint Thomas Health, and/or Saint Thomas Network regarding the fungal meningitis catastrophe.
14. All communications by Howell Allen Clinic, its agents, employees and/or representatives with Saint Thomas Health regarding the fungal meningitis catastrophe.
15. All communications by Howell Allen Clinic, its agents, employees and/or representatives with Saint Thomas Neurosurgical regarding the fungal meningitis catastrophe.
16. Howell Allen Clinic's marketing and website.
17. The employment status of all personnel who work at Saint Thomas Neurosurgical.
18. The supervision and control of persons who work at Saint Thomas Neurosurgical.
19. The history and ownership of Howell Allen Clinic.
20. Howell Allen Clinic's billing practices, including its billing for physician services at Saint Thomas Neurosurgical.
21. Saint Thomas Neurosurgical's billing practices.
22. Howell Allen Clinic's decision to hire and subsequent employment of John Culclasure, M.D.
23. Howell Allen Clinic's decision to hire and subsequent employment of Debra Schamberg, R.N.
24. All revenues received by Howell Allen Clinic related to Saint Thomas Neurosurgical.
25. Any pharmacists employed by Howell Allen Clinic.
26. All non-privileged internal discussions, deliberations and investigations that occurred regarding the fungal meningitis catastrophe that is the subject of this litigation.
27. Howell Allen Clinic's knowledge and use of compounding pharmacies prior to the fungal meningitis catastrophe.
28. Howell Allen Clinic's use of epidural steroids.
29. Howell Allen Clinic's communications and/or interactions with NECC and/or its representatives.